



October 31, 2012

Via ECFS and Electronic Mail

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Katie King, Special Counsel
Telecommunications Access Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: *In the Matter of Developing a Unified Intercarrier Compensation Regime; Establishing Just and Reasonable Rates for Local Exchange Carriers; Connect America Fund; High-Cost Universal Service Support; A National Broadband Plan for Our Future*, CC Docket No. 01-92; WC Docket No. 07-135; WC Docket No. 10-90; WC Docket No. 05-337; GN Docket No. 09-51 Acknowledgments of Confidentiality for Supplemental Protective Order

Dear Ms. Dortch and Ms. King:

In accordance with the procedures outlined in the *Supplemental Protective Order*, DA 11-1525, in the above-captioned proceeding, please find attached executed copies of Appendices A, B, and C, as required by the *Second Supplemental Protective Order* in this proceeding.

Respectfully Submitted,
/s/ Jason B. Williams
Jason B. Williams
Vice President - General Counsel

Enclosures

cc: Margaret Avril Lawson (*via e-mail*)
(Outside Counsel to CostQuest Associates, Inc.)

APPENDIX A

Acknowledgment of Confidentiality—WC Docket Nos. 05-337, 10-90

I hereby acknowledge that I have received and read a copy of the foregoing Second Supplemental Protective Order in the above-captioned proceedings. If I am seeking access to Licensed Materials, I also acknowledge that I have received a read a copy of the attached Restricted CQBAT License (the "Licensing Agreement"), and I understand it. If I am seeking access to the Code File, I acknowledge that I have received and read a copy of the attached Non-Disclosure Agreement for Source Code, and I understand it.

I agree that I am bound by the Second Supplemental Protective Order and by one or both of the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate, and that I shall not disclose or use Protected Materials except as allowed by the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code.

I acknowledge that a violation of the Second Supplemental Protective Order is a violation of an order of the Federal Communications Commission.

I acknowledge specifically that my access to any information obtained as a result of the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code is due solely to my capacity as a party or representative of a party to this proceeding or as a person described in paragraph 10 of the foregoing Second Supplemental Protective Order and agree that I shall not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Protected Materials are not accessed or used except as specifically permitted by the terms of the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized access to or disclosure of Protected Materials.

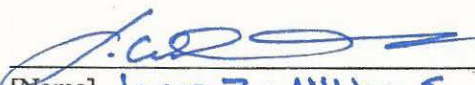
Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Supplemental Protective Order.

I hereby request the following access to Licensed Materials (select none or one):

☒ Reports Only Access ☐ Full User Access ☐ System Evaluator Access.

I hereby request access to the Code File: ☐ Yes ☒ No.

Executed this 31st day of October, 2012


[Name] Jason B. Williams
[Position] VP General Counsel
[Address] 1221 N. Russell, Missoula, MT 59808
[Telephone] 406 541 5454

6.7. Governing Law. This Licensing Agreement shall be governed by and construed in accordance with Federal law.

6.8. Entire Agreement. This Licensing Agreement, the Second Supplemental Protective Order, and the Non-Disclosure Agreement for Source Code (if it is executed) constitute the Parties' entire understanding with regard to the matters herein, and there are no other understandings, either written or unwritten, with regard to such matters. Any terms on either Party's web site, product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement shall not have force or effect if the provision conflicts with the terms of this Licensing Agreement. The Licensing Agreement may not be modified, amended, canceled or waived, in whole or in part, except by a written instrument signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement by their duly authorized representatives effective as of the date first set forth above.

COSTQUEST:


CostQuest Associates, Inc.

By: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
(513) 381-2838 (tel)
(513) 381-0205 (fax)
Lawson@taftlaw.com

LICENSEE:


[name] Jason Williams
VP - General Counsel

[position]

Blackfoot Telephone Coop, Inc.
[company]

1221 N. Russell, Missoula, MT 59808
[address]

406 541 5454
[telephone]

jwilliams@blackfoot.com
[email address]

[fax]

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I agree that I am bound by the Second Supplemental Protective Order and by one or both of the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate, and that I shall not disclose or use Protected Materials except as allowed by the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code.

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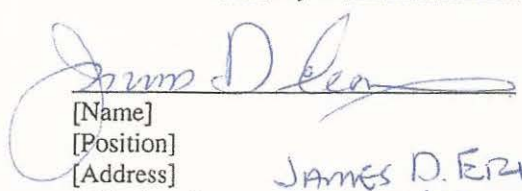
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I hereby request the following access to Licensed Materials (select none or one):

☐ Reports Only Access ☐ Full User Access ☒ System Evaluator Access.

I hereby request access to the Code File: ☒ Yes ☐ No.

Executed this 16 day of OCTOBER, 2012


[Name]
[Position]
[Address]
[Telephone]

JAMES D. ERBEAUX
MG/EA
1221 N. ROSSEN ST. MISSOULA, MT
400 541 5030

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IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement by their duly authorized representatives effective as of the date first set forth above.

COSTQUEST:

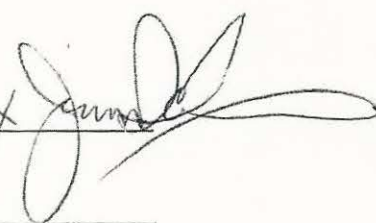
CostQuest Associates, Inc.

By: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
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425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
(513) 381-2838 (tel)
(513) 381-0205 (fax)
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LICENSEE:

James D EREAU 
[name]

MAN QA/EA
[position]

BLAOKFOST TELEPHONE
[company]

1221 N. RUSSELL ST MISSOULA, MT
[address]

406 541 5030
[telephone]

jereau@blackforest.com
[email address]

[fax]

6.8. Entire Agreement. This Non-Disclosure Agreement for Source Code, the License Agreement (if executed), and the Second Supplemental Protective Order constitute the Parties' entire understanding with regard to the matters herein, and there are no other understandings, either written or unwritten, with regard to such matters. Any terms on either Party's web site, product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement shall not have force or effect if the provision conflicts with the terms of this Non-Disclosure Agreement for Source Code. The Non-Disclosure Agreement for Source Code may not be modified, amended, canceled or waived, in whole or in part, except by a written instrument signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement for Source Code through their authorized representatives.


CostQuest Associates, Inc.

By: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
(513) 381-2838 (tel)
(513) 381-0205 (fax)
Lawson@taftlaw.com

VIEWER:

James D. EREANY 
[name]

MAN QA/EA
[position]

BLACKFOOT TELEPHONE
[company]

1221 N. RUSSEN ST, MISSOULA, MT
[address]

406 5415030
[telephone]

jereany@blackfoot.com
[email address]

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Executed this 16 day of October, 2012.

[Name]

[Position]

[Address]

[Telephone]

Began Bailey

Economic Analyst

1221 N Russell, Missoula, MT, 59808
406-541-5525

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LICENSEE:

[name]

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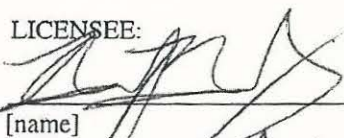
[company]

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[telephone]

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Beau Bailey
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